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Attorneys for Defendant Matthew Brent Goetsche

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

15 MINA DE ORO, LLC, a Nevada limited
16 liability company; THE TOY CHEST, LLC a
Nevada limited liability company,

CASE NO.: 2:20-cv-00994-GMN-VCF

17 Plaintiffs,

18 | v.

19 MATTHEW BRENT GOETTSCHE, an
20 individual, JOBEDIAH SINCLAIR WEEKS,
21 an individual, JOSEPH FRANK ABEL, an
individual, SILVIU CATALIN BALACI, an
individual, BITCLUB, an unknown entity, and
DOE and ROE Corporations,

Defendants.

**DECLARATION OF ADAM HOSMER-
HENNER IN SUPPORT OF DEFENDANT
MATTHEW BRENT GOETTSCHE'S
MOTION TO DISMISS**

24 I, Adam Hosmer-Henner, declare as follows:

25 1. I am an attorney duly admitted to practice law in the State of Nevada, including
26 before the District Court of Nevada, a partner in the law firm of McDonald Carano LLP, and
27 counsel for Defendant Matthew Brent Goetsche in the above-captioned matter.
28 2. I submit this declaration in support of Mr. Goetsche's Motion to Dismiss.

1 3. Except as otherwise indicated, all statements in this Declaration are based upon my
2 personal knowledge and experience, or upon my review of materials provided to me in connection
3 with my representation of Mr. Goetsche. Insofar as they are within my own knowledge, the facts
4 and matters set forth herein are, to the best of my own knowledge and belief, true.

5 4. Attached hereto as Exhibit A is a true and correct copy of the BitClub Network,
6 Inc. (“BCN”) Membership Agreement, as displayed to prospective members on its website.

7 5. Attached hereto as Exhibit B is a true and correct copy of BCN's Policies and
8 Procedures, as displayed to members on its website.

9 6. Attached hereto as Exhibit C is a true and correct copy of correspondence sent by
10 me to Plaintiffs' counsel on July 7, 2020 and July 10, 2020, notifying them that I represented Mr.
11 Goetsche and could agree to waive service on behalf of Mr. Goetsche, subject to them sending
12 me appropriate documentation. I did not receive a response to these emails.

13 7. I was not notified by Plaintiffs when they attempted to personally serve Mr.
14 Goetsche in New Jersey (*see* ECF No. 14), nor when they filed their motion for entry of clerk's
15 default (ECF No. 17).

16 8. As far as I am aware, Plaintiffs made no attempt to institute mediation or arbitration
17 proceedings with Mr. Goettsche before filing this lawsuit.

18 || I declare under penalty of perjury that the foregoing is true and correct.

19 DATED: March 23, 2021.

/s/ Adam Hosmer-Henner
Adam Hosmer-Henner

INDEX OF EXHIBITS

EXHIBIT #	DESCRIPTION	NUMBER OF PAGES
A	BitClub Network, Inc.'s Membership Agreement	1
B	BitClub Network Inc.'s Policies and Procedures	7
C	Email Correspondence between Sterling Kerr and Adam Hosmer-Henner	7

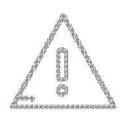
Exhibit A

BitClub Network, Inc.'s Membership Agreement

Exhibit A

Welcome: crypto8trader  0[→ Sign out](#)Your Rank:  Miner Founder

Next Payout: 22:02:00

[HOME](#)[MY ACCOUNT](#) ▾[MY WALLETS](#) ▾[MY TEAM](#) ▾[RESOURCES](#) ▾[PRODUCTS](#) ▾[ENROLL MEMBER](#)

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BITCLUB NETWORK, INC.

MEMBERSHIP AGREEMENT

Membership with BitClub Network, Inc. ("BitClub Network"), and gaining access to its opportunities and benefits is conditioned upon (1) satisfying eligibility requirements including age and residence, (2) acknowledging that the prospective member agrees to the terms of the BitClub Network agreements, as set forth below, and (3) payment of a membership fee.

[Membership Agreement Terms](#)

Prospective BitClub Network Member:

1. By executing this Membership Agreement below, you confirm:

- a. that you are at least 18 years of age; and
- b. that you are not a citizen or resident of the following countries:
 - 1. United States of America, or its territories
 - 2. Philippines

2. By executing this Membership Agreement below, you agree that as a Member of BitClub Network, you are bound by the following agreements:

- a. **This Membership Agreement;**
- b. **BitClub Network, Inc.'s Policies and Procedures** and
- c. Any agreement required of Members to participate in BitClub Network's Mining Pool opportunities.

3. Payment of a membership fee is required before you may become a BitClub Network Member, and that the membership fee is paid by transferring payment in Bitcoin Cash (BCH) in an amount equivalent to USD \$99.

 I agree to the Policies and Procedures **I agree to the Pooled Unit Mining Agreement**[I Agree](#)

Exhibit B

BitClub Network Inc.'s Policies and Procedures

Exhibit B



Welcome: crypto8trader [Sign out](#)

Your Rank Founder

Next Payout: 22:01:34

[HOME](#) [MY ACCOUNT](#) [MY WALLETS](#) [MY TEAM](#) [RESOURCES](#) [PRODUCTS](#) [ENROLL MEMBER](#)



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POLICIES AND PROCEDURES

SECTION 1 – THE COMPANY

BitClub Network, Inc. (the "Company") is an entity incorporated in Nevis as an International Business Corporation, offering club membership to prospective members. Company membership benefits include opportunities to contribute to the acquisition of digital asset mining equipment and to participate in the benefits generated from the utilization of such digital asset mining equipment, which benefits are in the form of mined digital assets that are distributed to participating Company members. Additionally, Members can participate in the Company's compensation plan.

SECTION 2 – INTRODUCTION Section 2.1 – Combining Membership Agreement with Policies and Procedures and Compensation Plan

The Membership Agreement includes and incorporates these Policies and Procedures, and collectively they form the Company Membership Agreement (hereafter, collectively the "Agreements") which are further defined by reference to the Company Compensation Plan. **It is the responsibility of each Member to read, understand, adhere to and ensure that he or she is aware of and operating under the most current version of these Agreements.**

Section 2.2 – Changes to Agreements

The Company reserves the right, in its discretion, to amend the Agreements, and the Member agrees to abide by such amended Agreements. Amendments take effect when published to Members by one or more of the following methods: (1) posting on the Company's official website; (2) electronic mail; and/or (3) posting in Members back-offices.

Section 2.3 – Severability and Invalidity

If any provision of the Agreements are found to be invalid, or unenforceable, such provision shall not render the agreement invalid but shall be severable from the agreement and the remaining provisions shall remain in full force and effect.

Section 2.4 – No Waiver

The Company shall not be deemed to have waived or relinquished its right to insist on compliance by the Member with the Agreements. And, no failure of the Company to exercise any right or power or to insist upon strict compliance by a Member with the Agreements shall constitute a waiver of the Company's right to demand exact compliance, nor shall a waiver be created by any custom or practice of the parties at variance with the terms of the Agreements.

SECTION 3 – BECOMING A MEMBER

Section 3.1 - Requirements to Become a Member

Company Membership requires the following:

- a. Be at least 18 years of age;
- b. Reside in a country that is not prohibited by the Company [Prohibited Countries List];
- c. and submit to the Company the information requested in its Membership Application;
- d. Agree to the terms of the Company Agreements (Membership Agreement, and Policies and Procedures)(as further defined by reference to the Company Compensation Plan); and
- e. Provide payment to the Company in the form and amount required as part of the online application.

The Company reserves the right to accept or reject any prospective member and/or application for membership for any reason or for no reason.

Section 3.2 - No Purchase Required

There is no obligation to purchase any product or service from the Company to obtain Membership.

Section 3.3 - Member Benefits

Membership in the Company allows the following Member rights:

- a. Right to promote the Company's benefits and opportunities;
- b. Right to participate in the Company Compensation Plan;
- c. Right to sponsor prospective Company members;
- d. Right to receive Company literature and Company communications; and
- e. Right to participate in Company sponsored functions.

SECTION 4 - OPERATING AS A MEMBER

Section 4.1 - Advertising

Section 4.1.1 - General

Members shall safeguard and promote the good reputation of the Company and its benefits and opportunities. Member's marketing and promotion of the Company, the opportunities and benefits from Company Membership, including the Company Compensation Plan, must avoid all illegal, discourteous, deceptive, misleading, unethical or immoral conduct or practices. The Company reserves the right to request and require any Member to either modify or discontinue use of marketing or promotional materials if the Company, in its sole discretion, deems such materials to be in violation of the Agreements.

Section 4.1.2 - Trademarks and Copyrights

The name of the Company and other names as may be adopted by the Company are proprietary trade names, trademarks and service marks of the Company (collectively "marks"). The Company reserves the right to require a Member to discontinue use of any of the Company's trade names, trademarks, designs or symbols or any derivatives of such marks.

Members agree to make clear the distinction between the Member as independent from the Company. The Company reserves the right to require a Member to discontinue using the Company name in any team name, tagline, external website name, personal website address or extension, e-mail address, personal name, or nickname. For example, Members may not secure the domain name www.buybitclubnetwork.com nor may they create an email address such as info@bitclubnetwork.com.

Section 4.1.3 - Media and Media Inquiries

Members agree to not respond to media inquiries regarding the Company, including its benefits and opportunities, and/or the Member's independent Company business activities.

Section 4.1.4 - Unsolicited Email

The Company does not authorize Members to send unsolicited commercial emails.

Section 4.2 - Online Conduct

Section 4.2.1 - Member Web Sites

Member may also have their own websites and agree that their website and its content will comply at all times with the terms of these Policies and Procedures.

It is the Member's obligation to ensure their online marketing and promotion activities are truthful, are not deceptive and do not mislead prospective Members. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will result in disciplinary action. Misleading tactics include, but are not limited to, spam linking, unethical search engine optimization ("SEO"), and misleading click-through ads. The Company, in its sole discretion, will determine whether activities are truthful, misleading, deceptive, and/or violate these Policies and Procedures.

SECTION 4.2.2 – Domain Names, Email Addresses and Online Aliases

Members agree not to register Company trademarks, trade names or any derivatives for any Internet domain name, email address or online alias.

Additionally, Members agree not to use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from the Company. The Company reserves the right to determine in its sole discretion if a name, address, or alias is misleading or deceptive, and to require the Member to change or discontinue using such name, address, or alias.

SECTION 4.2.3 – Digital Media Submission (YouTube, Facebook, Instagram, etc.)

Members may upload, submit or publish video, audio or photo content relating to their Membership in the Company that they develop and create so long as it aligns with Company values, contributes to Company community greater good and is in compliance with the Company's Policies and Procedures. Submissions must identify the Member as an Independent Company Member, and the content and description tag must comply with all copyright/legal requirements and state that the Member posting such material, not the Company, is solely responsible for the content. Members may not upload, submit or publish any content (video, audio, presentations or any computer files) received from the Company or captured at official Company events or in buildings owned or operated by the Company without prior permission.

SECTION 4.2.4 – Social Media

Social Media may be used by a Member to share information about the Company's benefits and opportunities and for prospecting and sponsoring prospective new members, so long as the Member complies with these Policies and Procedures.

SECTION 4.2.5 – Members are Responsible for Postings

Members are responsible for their postings and their other online activity that relates to the Company. Members are also responsible for postings which occur on any blog or Social Media site that the Member owns, operates or controls.

SECTION 4.2.6 – Deceptive Postings Prohibited

Postings that are false, misleading, deceptive, or that promote illegal conduct are prohibited; and, the Company, reserves the right, in its sole discretion, to determine whether postings are false, misleading, deceptive, or promote illegal conduct.

SECTION 4.2.7 – Use of Third Party Intellectual Property

If a Member uses the trademarks, trade names, service marks, copyrights or intellectual property of any third party in any posting, it is Member's responsibility to ensure that he or she has received the proper license to use such intellectual property and has paid the appropriate license fee. A Member must adhere to the restrictions and conditions that the intellectual property owner places on the use of its intellectual property.

SECTION 4.2.7 – Respecting Privacy

A Member must respect the privacy of others by refraining from gossip and not advancing rumors about any individual, company or competitive products or services. Members will not list names individuals or entities without their permission or consent.

SECTION 4.2.8 – Professionalism

Members' postings must be truthful and accurate and will not contain offensive language.

SECTION 4.2.9 – Obscene Postings Prohibited

Members will not make any postings or link to any postings or other material that are:

Case 2:20-cv-00994-CDS-VCF Document 21-1 Filed 03/23/21 Page 10 of 21

1. Sexually explicit, obscene, pornographic;
2. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
3. Graphically violent, including any violent video game images;
4. Solicitous of any unlawful behavior;
5. Engaging in personal attacks on any individual, group, or entity; and/or
6. Violating intellectual property rights of the Company or any third party.

The Company, reserves the right, in its sole discretion, to determine whether postings or links violate these Policies and Procedures.

SECTION 4.2.10 – Refrain from Responding to Negative Posts

Members will refrain from responding to negative posts against a Member and/or against the Company.

SECTION 4.2.11 – Social Media Sites with Website-Like Features

The Company reserves the sole and exclusive right to classify certain social media sites as websites and require that Members using such sites adhere to the Company's policies relating to using websites.

SECTION 4.2.12 – Cancellation of Membership

If a Member's membership is canceled for any reason, the Member must discontinue using the Company's name, and all of Company trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property.

SECTION 4.3 – Waiver of Claims

The Company reserves the sole and exclusive right to determine the final disposition of a downline organization. **MEMBERS WAIVE ANY AND ALL CLAIMS AGAINST THE COMPANY, ITS OFFICERS, DIRECTORS, CEO, OWNERS, EMPLOYEES, ADVISORS AND AGENTS THAT RELATE TO OR ARISE FROM THE COMPANY'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW A CANCELED MEMBERSHIP.**

SECTION 4.4 – Unauthorized Claims and Actions

SECTION 4.4.1 – No Member Indemnification

A Member is fully responsible for all of his or her verbal and written statements made regarding Company products, services, and the Compensation Plan. Members agree to indemnify the Company, and its directors, officers, employees, and agents and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by the Company as a result of the Member's unauthorized representations or actions. This provision shall survive the termination of the Member Agreement.

SECTION 4.4.2 – Product Claims

Members shall not make claims regarding any opportunity or benefit offered by the Company except conveying claims made by the Company or claims supported by reference to a public blockchain, and such claims shall comply with the laws and regulations of the applicable jurisdiction.

SECTION 4.4.3 – Opportunities and Benefits Claims

A Member must make it clear to prospective members that financial success derived from the opportunities and benefits of Company Membership requires commitment, effort, and skill. A Member must never make representations such as:

1. It's a turnkey system;
2. The system will do the work for a Member;
3. Just get in and your downline will build through spill over;
4. Just join and I'll build your downline for you; or
5. The company does all the work for its Members.

The above are just examples of improper representations about the Company, its opportunity and its benefits, including under the Compensation Plan.

SECTION 4.4.4 – Income Claims

A Member, when presenting or discussing the Company's opportunities and/or benefits, including the Compensation Plan, to a prospective Member, must not make income projections, or income claims, but may disclose benefits received by the Member from Membership in the Company but only to the extent the Member also provides documents or verifiable information to the prospective Member supporting the disclosure or representation.

SECTION 4.5 – Conflict of Interests

SECTION 4.5.1 – Confidential Information

"Confidential Information" includes, but is not limited to the identities of Company Members, contact information of Company Members, Members' personal and group sales volumes, and Member rank and/or achievement levels. Confidential Information is, or may be available, to Members in their respective back-offices. Member access to such Confidential Information is password protected and is confidential and constitutes proprietary information and trade secrets belonging to the Company. Such Confidential Information is provided or made available to Members in strictest confidence and is made available to Members for the sole purpose of assisting Members. The Member and the Company agree that, but for this agreement of confidentiality and nondisclosure, the Company would not provide Confidential Information to the Member.

To protect the Confidential Information, Members shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

1. Directly or indirectly disclose any Confidential Information to any third party;
2. Directly or indirectly disclose the password or other access code to his or her back-office;
3. Use any Confidential Information to compete with the Company or for any purpose other than promoting the Company's opportunities or obtaining the Company's benefits;
4. Recruit or solicit any Member, or in any manner attempt to influence or induce any Member, to alter their relationship with the Company; or
5. Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.

The obligation not to disclose Confidential Information shall survive cancellation or termination of the Agreements and shall remain effective and binding irrespective of whether one of the Agreements has been terminated.

SECTION 4.6 – Targeting Other Direct Sellers

The Company does not condone Members solicitation or enticement of members of the sales force of another company to violate the terms of their contract with such other company. Members bear the risk of such conduct and the Company will not pay any of the Member's defense costs or legal fees, nor will the Company indemnify the Member for any judgment, award, or settlement.

SECTION 4.7 – Errors or Questions

A Member must notify the Company of any errors regarding commissions, bonuses, genealogy lists, or charges within 60 days of the date of the purported error. The Company will not be responsible for any errors, omissions or problems not reported to the Company within 60 days of the error.

SECTION 4.8 – Governmental Approval or Endorsement

Members shall not represent or imply that the Company or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

SECTION 4.9 – Income Taxes

Each Member is responsible for paying the applicable taxes, if any, on any value received or generated as an Independent Member. Unfortunately, the Company cannot provide a Member with any personal tax advice, but a Member should consult a tax accountant, tax attorney or another tax professional.

SECTION 4.10 – Independent Contractor Status

Members are independent contractors. No agreement between the Company and its Members creates an employer/employee relationship, agency, partnership, or joint venture. Members shall not be treated as an employee for his or her services or for tax purposes. The Member has no authority (expressed or implied), to bind the Company to any obligation. Each Member shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the Member Agreement, these Policies and Procedures, and applicable laws.

SECTION 4.11 – International Marketing

In countries where the Company has prohibited promotional or sales activities (Prohibited Countries List), Members agree that they will not: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll prospective Members; or (c) conduct any other activity for the purpose of promoting Company opportunities or benefits, or establishing a marketing organization. Failure to comply with these Policies and Procedures may result in termination of the Member's membership in the Company.

Many cities, Counties, Provinces, and municipalities have laws and ordinances regulating certain businesses. Members shall comply with all laws and regulations in all Countries where the Member conducts business related to the Company.

SECTION 4.13 – Actions of Household Members

If any member of a Member's immediate household engages in any activity which, if performed by the Member, would violate any provision of the Agreement, such activity will be deemed a violation by the Member and the Company may take disciplinary action pursuant to the Statement of Policies against the Member.

SECTION 4.14 – Actions of Entity Representative

If any individual associated in any way with a Member that is a corporation, partnership, LLC, trust or another entity violates the Agreement, such action(s) will be deemed a violation by the Member.

SECTION 4.15 – Sponsoring Online

Members who sponsor or assist Prospective Members in completing the Membership Application are prohibited from acknowledging or confirming, on behalf of the Prospective Member, any agreement to the Membership Agreement, these Policies and Procedures, and the Compensation Plan. The Prospective Member is required to agree and confirm their agreement to these Agreements to obtain Membership in the Company.

SECTION 5 – RESPONSIBILITIES OF MEMBERS

SECTION 5.1 – Non-Disparagement

Members must not disparage, demean, or make negative remarks about the Company, other Company Members, the Company products, the Compensation Plan, or the Company directors, officers, or employees.

SECTION 6 – BONUSES AND COMMISSIONS

SECTION 6.1 – Bonus and Commission Qualifications and Accrual

So long as a Member complies with the terms of the Agreements, the Company shall pay commissions to such Member in accordance with the Compensation Plan.

SECTION 7 – REFUNDS AND BUYOUTS

SECTION 7.1 – Membership Application Fee Refund

Refund requests must be made within 72 hours of payment of the membership application fee, or prior to receiving any of the benefits or membership, including participating in a mining pool. Untimely refund requests will be rejected. Timely requests for refunding the membership application fee will be refunded to the new Member.

SECTION 7.2 – Buyout Requests

Buyout requests must be made within the first year of membership in the Company. A Member's request for a "Buyout" is not a refund but is a request to take possession of a portion of the digital asset mining equipment intended for use in acquiring or creating digital assets that would be distributed to participating Members. If a Member requests a "Buyout," the Company may consider this request and may provide the Member with a calculation of value of the Member's interest in the equipment, minus any costs for shipping and handling of the equipment to the Member. If a Member elects a buyout, the Member forfeits all future mining pool earnings or benefits, and forfeits any commissions under the Compensation Plan.

SECTION 8 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

SECTION 8.1 – Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, or any illegal, fraudulent, deceptive or unethical conduct, or any act or omission by a Member that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Member's business with the Company), may result, at the Company's discretion, in one or more of the following corrective measures:

1. Issuance of a written warning or admonition;
2. Requiring the Member to take immediate corrective measures;
3. Imposition of a fine, which may be withheld from bonus and commission checks;
4. Loss of rights to one or more bonus and commission checks;
5. The Company may withhold from a Member all or part of the Member's bonuses and commissions during the period that the Company is investigating any conduct allegedly in violation of the Agreement. If a Member's business is canceled, the Member will not be entitled to recover any commissions withheld during the investigation period;
6. Suspension of the individual's Member Agreement for one or more pay periods;
7. Permanent or temporary loss of, or reduction in, the current and/or lifetime rank of a Member (which may subsequently be re-earned by the Member);
8. Transfer or removal of some or all of a Member's downline;
9. Involuntary termination of the offender's Member Agreement;
10. Suspension and/or termination of the offending Member's Company website or website access;
11. Any other measure expressly allowed within any provision of the Agreement or which the Company deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Member's policy violation or contractual breach;

In situations deemed appropriate by the Company, the Company may institute legal proceedings for monetary and/or equitable relief.

SECTION 8.2 – Mediation

Prior to instituting an arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation.

SECTION 8.3 – Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, not including unilateral discretionary policy enforcement by the Company, shall be settled by confidential arbitration. The Parties waive all rights to trial by jury or to any court. Arbitration shall be conducted in either Douglas, Isle of Man, or, if the Isle of Man is determined to be inconvenient, then Manila, Philippines.

SECTION 8.4 – Temporary Judicial Relief

Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent the Company from applying to and obtaining from any court having jurisdiction, a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available but only to safeguard and protect its intellectual property rights, its trade secrets, and/or to enforce its rights under the non-solicitation provision of the Agreement; all other temporary or preliminary relief is waived.

SECTION 8.5 – Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in the City of Douglas, Isle of Man. The law of Isle of Man shall govern all other matters relating to or arising from the Agreement.

SECTION 9 – PAYMENTS

SECTION 9.1- Payment Using Cryptocurrency

The required method of payment for all products and services is cryptocurrency through an applicable wallet.

SECTION 10 – CANCELLATION

SECTION 10.1 – Voluntary Cancellation

A Member may cancel his or her membership at any time by sending an electronic mail notification to the Company confirming that the Member requests that his or her membership be cancelled, and the Company may rely on such electronic mail notification.

SECTION 11 – EFFECTIVE DATE

The Policies and Procedures are effective as of July 1, 2018, and shall remain in effect until modified and/or updated. All data mentioned above is subject to change without notice. Amendments take immediate effect.

Exhibit C

Email Correspondence between Sterling Kerr and
Adam Hosmer-Henner

Exhibit C

From: [Adam Hosmer-Henner](#)
To: [Sterling Kerr](#)
Cc: [Benjamin.Sauter@kobrekim.com](#)
Subject: RE: Mina de Oro, LLC et al. v. Goetsche et al. - Case No. 2:20-cv-00994
Date: Tuesday, July 7, 2020 10:32:00 PM

Sterling,

Thank you for your patience as we have sorted out our internal procedural matters. This message confirms that we are able and willing to waive service for Defendant Matthew Brent Goetsche pursuant to Fed. R. Civ. P. 4(d)(1). Could you please conform the previous document to this rule and for my signature?

Best,

Adam Hosmer-Henner | Partner

McDONALD CARANO

P: 775.788.2000 | **E:** ahosmerhenner@mcdonaldcarano.com

From: Sterling Kerr <sterling@sterlingkerrlaw.com>
Sent: Monday, June 15, 2020 1:56 PM
To: Adam Hosmer-Henner <ahosmerhenner@mcdonaldcarano.com>
Subject: Re: Mina de Oro, LLC et al. v. Goetsche et al. - Case No. 2:20-cv-00994

How about 2:00 pm pacific time on June 22, 2020. Please initiate the call. Adam also please confirm this will work for your time.

Sterling

P. Sterling Kerr, Esq.
Law Offices of P. Sterling Kerr, P.C.
2450 St. Rose Parkway, Suite 120
Henderson, NV 89074
P: (702) 451-2055 | F: (702) 451-2077
E: sterling@sterlingkerrlaw.com

Law Offices of P. Sterling Kerr Standard Disclaimer

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From: Adam Hosmer-Henner <ahosmerhenner@mcdonaldcarano.com>
Sent: Saturday, June 13, 2020 6:39 PM
To: Sterling Kerr <sterling@sterlingkerrlaw.com>
Subject: RE: Mina de Oro, LLC et al. v. Goetsche et al. - Case No. 2:20-cv-00994

Appreciate the response and looking forward to speaking with you. Would anytime on the afternoon of June 22nd or the mornings of June 23 or 24th work for you?

There should not be any problem accepting service and I expect to be able to do so, but am awaiting the finalization of our firm's engagement first, which I anticipate occurring prior to the above dates.

Adam Hosmer-Henner | Partner

McDONALD CARANO

P: 775.788.2000 | E: ahosmerhenner@mcdonaldcarano.com

From: Sterling Kerr <sterling@sterlingkerrlaw.com>
Sent: Tuesday, June 9, 2020 10:47 AM
To: Adam Hosmer-Henner <ahosmerhenner@mcdonaldcarano.com>
Subject: Re: Mina de Oro, LLC et al. v. Goetsche et al. - Case No. 2:20-cv-00994

Adam,

I would be happy to discuss the case with you at your convenience. In the interim, would you agree to accept service on behalf of Goetsche?

Sterling

P. Sterling Kerr, Esq.
Law Offices of P. Sterling Kerr, P.C.
2450 St. Rose Parkway, Suite 120
Henderson, NV 89074
P: (702) 451-2055 | F: (702) 451-2077
E: sterling@sterlingkerrlaw.com

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From: Adam Hosmer-Henner <ahosmerhenner@mcdonaldcarano.com>
Sent: Monday, June 8, 2020 1:38 PM
To: Sterling Kerr <sterling@sterlingkerrlaw.com>; Taylor Simpson <taylor@sterlingkerrlaw.com>
Cc: Chelsea Latino <clatino@mcdonaldcarano.com>
Subject: Mina de Oro, LLC et al. v. Goettsche et al. - Case No. 2:20-cv-00994

Mr. Kerr and Mr. Simpson,

It appears that we will be retained to represent Defendant Matthew Brent Goettsche in a lawsuit that you filed on behalf of Mina de Oro, LLC and The Toy Chest, LLC. Please let me know if you might have a few minutes this week to discuss the case. I can best be reached at 646-725-1515.

Best,

Adam Hosmer-Henner | Partner

McDONALD CARANO

100 West Liberty Street | Tenth Floor
Reno, NV 89501

P: 775.788.2000 | **F:** 775.788.2020

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From: [Adam Hosmer-Henner](#)
To: [Sterling Kerr](#)
Cc: [Benjamin.Sauter@kobrekim.com](#)
Subject: RE: Mina de Oro, LLC et al. v. Goettsche et al. - Case No. 2:20-cv-00994
Date: Friday, July 10, 2020 1:18:00 PM

Sterling – just following up on the waiver of service. Is there a document ready for signature?

Adam Hosmer-Henner | Partner

McDONALD CARANO

P: 775.788.2000 | **E:** ahosmerhenner@mcdonaldcarano.com

From: Adam Hosmer-Henner
Sent: Tuesday, July 7, 2020 10:33 PM
To: 'Sterling Kerr' <sterling@sterlingkerrlaw.com>
Cc: 'Benjamin.Sauter@kobrekim.com' <Benjamin.Sauter@kobrekim.com>
Subject: RE: Mina de Oro, LLC et al. v. Goettsche et al. - Case No. 2:20-cv-00994

Sterling,

Thank you for your patience as we have sorted out our internal procedural matters. This message confirms that we are able and willing to waive service for Defendant Matthew Brent Goettsche pursuant to Fed. R. Civ. P. 4(d)(1). Could you please conform the previous document to this rule and for my signature?

Best,

Adam Hosmer-Henner | Partner

McDONALD CARANO

P: 775.788.2000 | **E:** ahosmerhenner@mcdonaldcarano.com

From: Sterling Kerr <sterling@sterlingkerrlaw.com>
Sent: Monday, June 15, 2020 1:56 PM
To: Adam Hosmer-Henner <ahosmerhenner@mcdonaldcarano.com>
Subject: Re: Mina de Oro, LLC et al. v. Goettsche et al. - Case No. 2:20-cv-00994

How about 2:00 pm pacific time on June 22, 2020. Please initiate the call. Adam also please confirm this will work for your time.

Sterling

P. Sterling Kerr, Esq.
Law Offices of P. Sterling Kerr, P.C.
2450 St. Rose Parkway, Suite 120

Henderson, NV 89074
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From: Adam Hosmer-Henner <ahosmerhenner@mcdonaldcarano.com>
Sent: Saturday, June 13, 2020 6:39 PM
To: Sterling Kerr <sterling@sterlingkerrlaw.com>
Subject: RE: Mina de Oro, LLC et al. v. Goetsche et al. - Case No. 2:20-cv-00994

Appreciate the response and looking forward to speaking with you. Would anytime on the afternoon of June 22nd or the mornings of June 23 or 24th work for you?

There should not be any problem accepting service and I expect to be able to do so, but am awaiting the finalization of our firm's engagement first, which I anticipate occurring prior to the above dates.

Adam Hosmer-Henner | Partner

McDONALD CARANO

P: 775.788.2000 | E: ahosmerhenner@mcdonaldcarano.com

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Adam Hosmer-Henner | Partner

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